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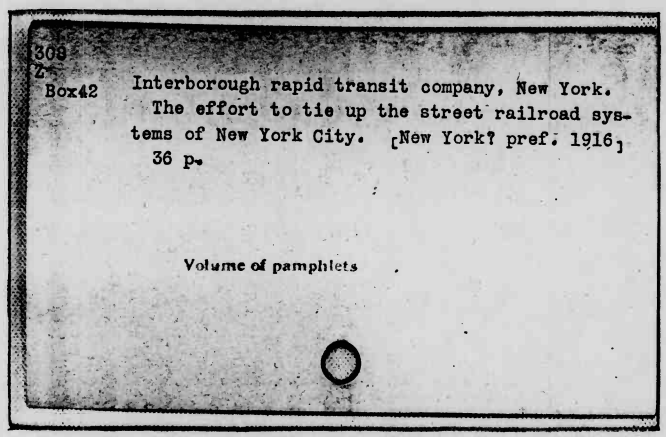
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The Effort to Tie Up the Street Railroad Systems of New York City

PUBLISHED BY

INTERBOROUGH RAPID TRANSIT COMPANY

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INTERBOROUGH RAPID TRANSIT COMPANY

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From

The Constitution of The United States:

Article I, Section X, Paragraph 1

"No State shall pass any **** law impairing the obligation of contracts."

INTRODUCTORY.

This pamphlet is issued in order that anyone interested may have access to the essential facts in the proposal to paralyze the street railroad service of New York.

The whole situation grows out of the attempt of the Amalgamated Association of Street Railroad Employees to force employees of the Interborough Rapid Transit Company to join their organization.

The propaganda of the Amalgamated has been aggressive and unfaltering since the middle of July. But in spite of that propaganda, in spite of glowing promises by Amalgamated officers of what they would obtain for Interborough employees, in spite of the most vigorous pressure the Amalgamated could exert to the contrary, an overwhelming majority of Interborough employees on Aug. 17 embraced the opportunity to choose, by secret ballot, fellow employees to represent them in dealings with the management.

* * *

Even after that the Amalgamated propaganda continued vociferously. But the Company met the employees' representatives, agreed upon a new schedule of wages and hours, and contracts embodying the new conditions were submitted to the men to sign individually in the form following:

THE WORKING AGREEMENT.

1st. The Interborough Rapid Transit Company employs the undersigned for the wages and hours set forth on the annexed schedule in the Subway until the beginning of Initial Operation as defined in Subway Contract No. 3 or on the Elevated, until the beginning of operation of any part of the

Railroads as defined in the Elevated Railroad Certificate and (provided the Public Service Commission shall approve when such operation shall begin) until August 31st, 1918.

2nd. The undersigned agrees to work for the Company in such position as may be assigned to him from time to time (provided there shall be no reduction in position except for good cause) for such wages and hours for such periods.

3rd. It is further agreed that if the Company shall increase the wages or change the hours set forth on the schedule, the undersigned shall have the benefit of such increase or change notwithstanding this agreement to the contrary.

4th. If, after five years' service in any one class, for physical causes beyond the control of the undersigned, he shall be assigned to a lower position, he shall then receive at least the low rate wages on the schedule of the class from which he is transferred.

* * *

It is said that the men did not know what they were signing. But no one has yet claimed that any man who signed did not know that he was to get increased wages through that contract.

The fact is that the men knew perfectly well what they were signing. Mr. Hedley, our vice-president and general manager, has stated he would return the contract to any man who could show that he did not know what he was signing.

No man who signed has yet come forward with any such claim.

Furthermore, in spite of the most violent agitation, the Interborough men have continued to sign these contracts.

Some 9,500 out of 11,700 men have now affixed their signatures.

The fundamental basis of the new contract is that the men receive substantially higher wages,

and the Company obtains their agreement to work at those wages for the next two years; there is a material consideration on both sides.

This arrangement, agreeable to the men, satisfactory to the Company, is also designed to protect the public convenience against disturbance of the continuous traffic.

* * *

It is these contracts which a small minority of the men now seek to upset.

Any such effort is not only an interference with the men's Constitutional rights—it is an attempted blow at the life of this City, to which its transportation service is so important.

Union officers who have been threatening to paralyze the traffic of the City now make a desperate demand that the Company "arbitrate" the reasonableness of the individual contracts.

We have answered that the Courts provide a well established procedure for upsetting contracts made under duress or as a result of deception.

If we had attempted to force our men to sign a contract not acceptable to them we might very well have been asked to arbitrate its reasonableness.

But here the contract was admittedly favorable to the men, the conditions surrounding its making were well advertised, the men who signed were subjected to aggressive pressure not to do so, and yet in spite of all that some 9,000 have signed!

In other words, we are asked by persons who have not signed to "arbitrate" a contract admittedly satisfactory to the 9,000 employees who have signed.

It may well be that wages and conditions of work may at times be arbitrated, but the right to make a contract is as fully guaranteed as any right of American citizenship.

To demand "arbitration" of such a question is

about as logical as would be a demand to "arbitrate" the rights of these 9,000 men to cast their ballots on election day.

* * *

The Bare Issue.

Stripped of all verbiage, the whole issue narrows down to this:

Shall this Amalgamated Union be permitted by strike, intimidation and violence, to force itself upon this Company and its employees against their will and to the disturbance of the public service this Company and its employees seek to give?

INTERBOROUGH RAPID TRANSIT CO.,

THEODORE P. SHONTS,
President.

New York, Sept. 6, 1916.

I.

THE MENACE.

In order that the people of New York might know the conditions with which they were confronted, the Interborough Rapid Transit Company on September 5th published the following advertisement in the New York papers:

A THREAT TO TIE UP THE SUBWAY, ELEVATED AND SURFACE CAR LINES OF NEW YORK.

The Issue.

There is just one issue involved in the proposed threat to tie up the street railways of New York:

Shall the Interborough Company be compelled to cancel and annul contracts, creating improved conditions of employment, voluntarily entered into between the Company and more than 8,000 of its Employees?

To the People of New York:

New York is again threatened with a street railroad strike, this time involving every subway, elevated and surface car line in the city. It is important that the public know now the issues involved.

* * *

Officers of the Union have been empowered to call an immediate strike unless the Subway and Elevated agree to cancel contracts made with over 8,000 of their Employees:

Organizer W. B. Fitzgerald, of the Amalgamated Union, in Sunday's newspapers, publicly avowed a purpose—failing compliance with his demands—to

"Paralyze the transit of New York as it has never been paralyzed before."

We have agreed to meet, this morning, a committee, headed by Amalgamated Union officers, but representing only a **minority** of our men. The overwhelming majority of our men have already formed a Brotherhood of their own.

At the meeting this morning we shall repeat our determination to stand by our agreements with more than 8,000 of our Employees.

The contracts with our Employees which we are asked to annul give the men shorter hours and a substantial increase in pay—aggregating some $1,250,000 per annum—the third increase by this Company since January 1st, 1916.

* * *

The schedules of increased pay and shorter hours embodied in the individual agreements, before submission to the men, had been considered and agreed upon at conferences between Company Officers and Committees of Employees.

Those Employees' Committees had been elected at secret ballot on Thursday, August 17th, by 9,800 men out of 11,000 eligible to vote.

Conferences between the Company and the Committees thus elected took place before any other committee, union or otherwise, had presented any requests whatsoever.

The Employees' Committees so elected made various requests and, after full discussion, the increases in pay and reduction of hours set forth in the agreements were accepted as satisfactory by the men's representatives.

In the call for election of Employees' representatives the men had been asked to choose fellow-em-

ployees in whom they had the "utmost confidence," who should be "empowered" to speak for them.

The Company would have been justified, therefore, in accepting agreements by these representatives with the new and improved conditions of employment as expressing the views of the Employees collectively.

In order that there could be no mistake and that the Company might know definitely that the new schedules were satisfactory to the men, a contract was prepared for submission to each man individually.

No man was asked to sign by any one selected by the Company, or by any man with authority over others. Submission of the agreements to the individual men was handled entirely by elected representatives of an overwhelming majority of the men.

* * *

Those contracts give substantial benefits to the men and were signed by more than two-thirds of all our Employees for reasons good and sufficient to them.

But representatives of the Union now demand that we not only deal in the usual way with their committee—representing a minority of the men, but that we recall and cancel agreements already made with over 8,000 men.

In other words, an overwhelming majority of Employees may not do what is agreeable to them without threat of strike—with its invariable suggestions of intimidations, coercion and violence.

If this means anything, it involves an attempted invasion of the fundamental right of freedom of contract guaranteed to every citizen by the Constitution of the United States, a right here exercised by more than 8,000 of this Company's employees.

* * *

The public should know of another aspect of the pending situation.

In the resolution empowering the Union officers to call a strike on the Subway and Elevated, the "co-operation" of the "Green" surface car lines was solicited.

Such "co-operation" means a sympathetic strike, a fact openly avowed in Sunday's newspapers by Organizer Fitzgerald in saying:

"We will tie up every car line between Yonkers and Coney Island if the Interborough does not accede to our demands."

There are no questions pending between the "Green" car lines and their Employees, except those in process of orderly adjustment. The New York Railways Company is adhering strictly to its agreement of August 7th, also signed by the Union officers, and underwritten by the Mayor and Chairman Straus.

The threat to tie up the whole transit system is made in face of the clause in the agreement covering the "green" car lines, providing that "ALL disputes that may arise between the Company and its Employees in the future shall be submitted to arbitration."

We sincerely hope that there will be no strike.

We believe our position is sound. We know from the voluntary signatures to these agreements that the rank and file of our men are satisfied.

We regard those contracts as binding upon the Company and those who signed them. We shall observe them faithfully and we shall stand by those who entered into them.

INTERBOROUGH RAPID TRANSIT CO.,

THEODORE P. SHONTS,

President.

II.

THE THREAT.

The threat to "tie up New York" followed meetings between officers of the Interborough and a committee of employees headed by officers of the Amalgamated Union on August 30 and 31.

This Committee had presented certain demands, and Vice-President Hedley had offered to consider them. He asked the Union men to consider the "working agreement" which had been perfected and signed by a large majority of the men. The Union officers immediately demanded that the contracts with the majority of the men be recalled, and the requests of this minority committee be alone considered.

Mr. Hedley said at the meeting of August 31st:

"If I was satisfied one of our employees signed a document that he did not know what he was signing, I would give it back to him, if he wanted it."

But Organizer Fitzgerald, of the Amalgamated, announced:

"We will not talk any more about that now. **The men will take action."**

The Power to Strike.

The same evening, a mass meeting of the Amalgamated was held, and the following resolutions adopted:

Whereas, We, employes of the Interborough Rapid Transit Company, have for some time past been organizing for the purpose of bettering our working conditions, as well as our wages, and have actually organized and are members of Division 731 of the Amalgamated Association of Street

and Electric Railway Employes of America; and,

Whereas, the officials, Board of Directors and management of our employers are same as those connected with the New York Railways Company, and that such officials have recognized the right of the employes of said New York Railways Company to organize for the purposes just mentioned, and without interference, intimidation or coercion on their part; and,

Whereas, Said officials, Board of Directors and management have thereby established the policy of recognition on its said lines of the right of its employes to organize for the purpose already mentioned, and without interference, intimidation or coercion on their part; and,

Circulate "Agreement."

Whereas, Despite our constitutional right so to organize, and the establishment of the policy of recognition, our said employers, Interborough Rapid Transit Company, have circulated and caused to be circulated for signature a certain contract which they have designated as a "working agreement," many copies of which contract have actually been signed by members of this association as well by those who are not members of the association; and,

Whereas, We have since been informed that said contract binds those who have signed it to work for the said Interborough Rapid Transit Company, for a period of two (2) years, and that in conference between Mr. Hedley, vice-president and general manager of said Interborough Rapid Transit Company, and Mr. Quackenbush, counsel for said company, and a committee representing us, together with Messrs. Fitzgerald, O'Brien, Shea and Fridiger, as spokesmen for said conference, Mr. Quackenbush admitted that any person who signed said agreement could not expect any higher wages

than those specified in the schedule which is made a part of said contract, and that if the signer took any steps to better his working conditions or obtain higher wages during the term of said agreement it would be a breach of said agreement; and that Mr. Hedley then admitted that for such breach of agreement the employe so signing would be subjected to discipline; and,

Whereas, The employes were not informed of the legal effect of the said agreement, and did not, in fact, know what the legal effect would be; that in many instances the representatives of the company who were delegated to obtain signatures to this agreement actually misrepresented the facts with reference thereto and that, in others, signatures to said contract were obtained by fraud and misrepresentation on the part of said representatives of the company; and,

Whereas, Request has been made of the said Interborough Rapid Transit Company for the return of such contract to those who have signed them, and that such request has been refused; and,

Whereas, The Interborough Rapid Transit Company was officially requested by our committee and spokesmen above mentioned, on the 30th day of August, 1916—the very day that these contracts were first distributed for signature and before the work of obtaining signatures had progressed very far—to suspend further efforts with reference thereto until the employes were notified and informed of the effect of this contract, and that this request was also absolutely refused; and,

Whereas, Upon being questioned at said conference, Mr. Hedley, who signed said contract on behalf of the company, stated that even he did not know what the legal effect of this contract was, with reference to the right of the employes to participate in a movement for the betterment of their working conditions and wages; and,

Whereas, We believe that if Mr. Hedley, with

all his vast experience and knowledge, did not know that by signing this contract that we, the employes, would be foreclosed and precluded from participating in such a movement—that the employes who signed said agreement could not be expected to so understand it; therefore, be it

Demand Cancellation.

Resolved, That a further demand be made forthwith upon the Interborough Rapid Transit Company for the return and cancellation of all such contracts as have been signed by any of its said employes, because the same were circulated and signatures obtained all in violation of the policy already established by this company, as well as by its officials, its Board of Directors and its management, and because the same is an absolute violation of our constitutional, as well as our legal and moral, right to organize without interference, intimidation or coercion, for the betterment of our working conditions as well as our wages; and because of the fraud, both express and implied, which was employed in obtaining these signatures; and, be it further

Resolved, That in the event of the failure of the said Interborough Rapid Transit Company to return and cancel said contract, and upon their refusal to do so, that we, employes of the Interborough Rapid Transit Company, members of Division 731 of the Amalgamated Association of Street and Electric Railways Employes of America, in and at special meeting assembled this 1st day of September, 1916, do hereby authorize, empower and instruct our officers and Executive Board to take such steps as they may see and deem fit and proper; and if, in their judgment, they deem it expedient and advisable, we do hereby authorize, empower and instruct our said officers and Executive Board to forthwith call a suspension of all work on the

lines of the Interborough Rapid Transit Company in this city; and be it further

Resolved, That a copy of this resolution be delivered to Division 722 of the Amalgamated Association of Street and Electric Railways Employes of America, the members which Division 722 are employes of said New York Railways Company, which is owned, operated and controlled by the said officials, Board of Directors and management which owns, operates and controls the Interborough Rapid Transit Company, with the request that they co-operate with us to obtain our just and proper rights.

What the Resolutions Mean.

On Saturday, September 2nd, the newspapers report that a meeting of the New York Railways Union Committee was held, and a resolution passed giving Mr. Fitzgerald the power to call a sympathetic strike, notwithstanding the agreement of August 7th, with Mayor Mitchel and Chairman Straus, which provided arbitration instead of strike as the method to be used in settling all future disputes in the New York Railways.

Following that meeting, Mr. Fitzgerald is reported in Sunday's New York World and New York Times to have said:

"We know the company will have a great array of legal talent on hand when we go down there on Tuesday, but we shall not pit lawyer against lawyer; we will use moral force. If that fails, we shall paralyze the transit of New York as it never was paralyzed before. We of the Amalgamated have waited twenty years for this opportunity, and now that it is here we shall make the most of it. We will tie up every car line between Yonkers and Coney Island if the Interborough does not accede to our demands."

III.

LETTER TO MAYOR MITCHEL.

In order that the City authorities might be fully advised in advance of trouble, President Shonts on September 4th forwarded the following letter to the Mayor of New York:

September 4, 1916.

Honorable John Purroy Mitchel,
Mayor of the City of New York,
City Hall, New York City.

Dear Sir:

I desire to call your attention to the fact that at a mass meeting of the Amalgamated Street Railroad Association last Friday night a resolution was adopted authorizing the officers of that organization to call a strike on the subway and elevated lines in this city.

The same resolution solicited the "co-operation" of New York Railways Company employes in enforcing the demands on the subway and elevated lines. Such "co-operation" of course means a sympathetic strike, and one of the Union Leaders openly avows a purpose to "tie up every line between Yonkers and Coney Island" if the demands upon the Interborough are not granted. This in spite of the fact that the officers of the Union signed, August 7th, an agreement with you undertaking to submit to arbitration all questions which might arise between the New York Railways Company and its employes in the future.

A meeting is to be held between Mr. Hedley and a committee of Interborough employes tomorrow morning. At that meeting the Union Committee will doubtless repeat its demand that the company cancel agreements recently entered into between itself and over 8,000 of its men providing

for a substantial increase in wages and reduction in hours, costing in the aggregate $1,250,000 per annum, on the Interborough for the next two years.

Employes of the Interborough company have formed an organization of their own known as the Brotherhood of Interborough employes. In a recent election to choose representatives empowered to speak for the men in dealing with the company, 9,800 men out of 11,700 eligible to vote cast their ballots in secret.

The individual agreements embodying increased wages which have been signed by over 8,000 men, were the outcome of negotiations with these committees elected to represent the employes.

It is evident that the Union officers are now determined to bring about a strike in an effort to secure domination for the Union and a minority of employes over the 8,000 or more men who have indicated their preference to deal with the company through committees of their own selection.

Any such strike could not hope for success except through violence and intimidation.

It is well known that immediately upon the inception of such a strike violence starts. You will recall the violence incident to the recent strike on the surface car lines. The police made many arrests but a Union representative was present in the police court to pay every fine imposed. Later at your personal request, and to avoid further trouble, we restored to service all men who had been arrested for violations of the criminal law.

Owing to the fact that employes of street railroads must work in the streets, in constant contact with the Public, it is impossible for any company fully to protect its own employes.

For such protection the company must rely in great measure upon public authority.

New York City has the most effective police service in the world, and if adequate measures are taken in advance, the police under ordinary cir-

cumstances will be fully able to protect the public and this company's employes.

For such protection to be effective, it must be furnished before disorder takes place and not after acts of violence have been committed and the men coerced into leaving their posts of duty.

There is also another aspect to this question which it is important that the citizens of this municipality should bear in mind: In about two years the City and the Interborough will become partners in the operation of the subways.

The City will then have invested upwards of $120,000,000 in Interborough Subways, in addition to this company's investment. If the earnings are insufficient to pay the interest on that money, the deficit will have to be made up by taxing the public.

If, therefore, conditions are now permitted to develop, under which a strike with its inevitable violence and intimidation shall saddle excessive charges upon the Interborough, it is certain that the loss will fall upon the taxpayers of this City and this of course wholly apart from the inconvenience and loss resulting to merchants, business men and citizens generally from such a strike as is threatened by the Amalgamated Union.

We are prepared to assure continuity of service on all our lines, no matter what happens, and all we ask is that the public's own peace be preserved to the end that there may be no unlawful interference with the convenience of the public whom it is our duty to serve.

We respectfully ask, therefore, that immediate steps be taken to the end that the police, who are supported by the taxpayers' money, shall be directed to protect the property, employes and patrons of this company, in which the taxpayers of this City are so vitally interested.

Very truly yours,

T. P. SHONTS,
President.

IV.

PROCLAMATION TO EMPLOYEES.

On September 5th, the following notice to all employees was posted on the bulletin boards of the Interborough Rapid Transit Company:

New York, September 5, 1916.

To the Employees of the Interborough Rapid Transit Company:

The Company, having learned that its employees who have recently executed contracts for higher wages and shorter hours (effective September 3, 1916), are now being harassed, threatened and persecuted, and that a minority of the employees have at a public meeting refused the benefits offered by the Company, demanded the annulment of the contracts entered into by their fellow-employees and threatened and authorized a strike and the paralysis of all transportation in the City, announces that:

1. Over 8,000 of the employees of the Company in the several departments having now signed the contracts made with the Company by their respective committees for higher wages and shorter hours, the Company will not abrogate these contracts or any of them, but on the contrary will faithfully observe them and carry them out and secure their benefits to each and every man who has signed them.

2. Those who either encourage or participate in a strike or interfere with the freedom of their fellow-employees or, contrary to the public interest and convenience, with the peaceful and continuous operation of the road, will not be entitled to the benefits secured by the contracts or to those accruing under the rules of the Company from seniority of service. All employees who absent them-

selves from duty because of a strike order will be dropped from the Company's service, and if re-employed at a later date will be taken into the service as new men.

FRANK HEDLEY,
Vice-President and General Manager.

Approved:

THEODORE P. SHONTS,
President.

V.

HOW THE SITUATION AROSE, AND THE ISSUE.

That the public might be fully advised as to the conditions leading up to the threat that had been made to "tie up traffic" on the street railroad lines of New York, President Shonts on September 5th, issued the following statement:

For eleven years the Interborough Company has furnished on its subway and elevated lines a continuous daily service uninterrupted by any differences with its employes. During this period it has carried on its cars 6,208 millions of people with a greater record of safety than has ever been approached by any other transportation company in the world.

This result has been brought about by the high quality and character of the labor employed by the company, by its policy of paying fair wages and at the same time doing all in its power to improve the conditions and to gain the confidence of its men.

Between February 1st, 1910, and August 1st, 1916, the company voluntarily made increases in the compensation of its employes amounting to $1,117,000.00 per annum.

In improving conditions, it established a system of sick and death benefits and old age pensions.

It provides stores where food is supplied at cost, and grants passes to the wives or female head of the household.

It maintains restaurants and recreation rooms where all employes may get meals at minimum cost and read or play games and bathe.

It encourages out-door sports in the summer and balls and entertainments in the winter, and in short

does every reasonable thing to bring about a satisfactory and agreeable relation with its employes.

On the 17th of August last the Interborough employes, including those of the elevated railway, following a secret ballot of 9,800 out of 11,700, determined to organize a union or brotherhood of their own not connected with any national organization, called the Brotherhood of Interborough Rapid Transit Employes. A constitution was adopted and a standing committee representing all departments was chosen.

Nominations for committeemen were made by the employes themselves without any intervention on the part of the company and it was required that the committeemen chosen should be employes of the company exercising no disciplinary power over fellow employes. Those committeemen were elected by the various branches of the service of the company by a secret ballot in the proportion of one committeeman to each 250 of the employes. The committees were composed as follows:

Motormen, switchmen and towermen were represented by 3 committeemen; guards by 13; conductors by 3; gatemen, station agents, porters by 11; shopmen by 11; trackmen by 8; and motive power men by 5. The committees so appointed presented requests to the management for an entire readjustment of wages and working conditions with the result that in addition to the $1,117,000.00 per annum which had previously been voluntarily granted to the employes of the company, the directors of the Interborough company authorized its officers to enter into contracts with its employes for additional compensation aggregating $1,250,000.00 per annum, with shorter hours of labor.

After full discussion between committees representing employes and officers of the company it was decided, in order to insure continuous and uninterrupted traffic to the public between September 3rd, 1916, and the date when the Inter-

borough's contract with the City will become effective (estimated at two years hence), to enter into contracts with each other. The employes agreed to accept the basis of pay and hours of labor set forth in the contract.

The company agreed to pay for the same as set forth in the contract for the period mentioned. It was further provided that if for any reason an increase should be made the men should participate in the increase, notwithstanding these agreements. It was also agreed that if any employe who had been with the company five years should become unfit, because of physical infirmity, for work in the class to which he belonged, and should be compelled to go into a lower paying class, his basis of pay should be at least the lowest rate in the class from which he was taken.

These terms were so satisfactory to the various committeemen that the new agreement as to hours of labor and rates of pay were signed by them without exception, and the several committeemen undertook to obtain the written consent of the employes whom they severally represented to the new conditions of time and pay. As a result, at the present time over 8,000 employes of the subway and elevated lines have agreed in writing to the new scale of time and pay to be effective for such period of time as it is within the power of the company to enter into a definite agreement. For, in this connection, it must be borne in mind that under the provisions of the lease of March 19th, 1913, with the City of New York, the City, after that date will be a partner, and the company could not with propriety tie up the City of New York in advance to any scale of pay or hours running into the period when its partnership with the City becomes effective.

While this agreement was being entered into with about three-quarters of the employes of the company, through their duly selected representa-

tives, a small minority of the employes, chiefly the younger men and especially the guards, represented by officers of the Amalgamated Association of Street and Electric Railway Employes, made a simultaneous demand upon the company for increases of pay and changes in the hours of labor which, if granted, would have resulted in an increase in the operating expenses of the company of approximately $5,000,000.00 per annum, or 55 per cent. over the previous payroll.

Although the Interborough had no agreement to do so the management received as spokesmen for its employes, the officers of the Amalgamated Association, and when these spokesmen presented these unreasonable demands for increased pay the management explained to them that a very large majority of the employes had through their own committees presented their demands which had been adjusted by the company and that a large majority had executed agreements accordingly.

Upon receipt of this information representatives of the Amalgamated Association who were acting as spokesmen for the minority of the Interborough employes, expressed great indignation, and notified the officers that if the company did not recede from its position and cancel the contracts made with about three-quarters of its employes trouble would result.

Later on, by resolution of such employes as have joined the Amalgamated Association, authority was placed in the hands of the Amalgamated leaders to call a strike on the Interborough in case the management of the Interborough did not cancel these contracts voluntarily entered into with its men.

My position as President of the company is that these contracts were entered into voluntarily by the men and officers of the company, that they are binding upon both parties, that they cannot be abrogated by either without the consent of the other, and that

in making the same both parties were exercising the right of liberty to contract guaranteed by the Constitution.

It is therefore obviously impossible to comply with the demands of the minority represented by the officers of the Amalgamated.

If the representatives of the union carry out their additional threat to call out the men on the New York Railways they will be violating, without any cause whatever, the agreement which the union leaders had entered into with Mayor Mitchel and Chairman Straus, because affairs under that agreement are proceeding orderly and harmoniously and if any dispute occurs the agreement itself provides the remedy.

There is nothing involved in this controversy except the right of the employes of the Interborough to form their own brotherhood and the right of the company and the members of the brotherhood to enter into contracts respecting rates of pay and hours of labor.

VI.

DEVELOPMENT OF BROTHERHOOD OF INTERBOROUGH RAPID TRANSIT COMPANY EMPLOYEES.

On August 12th, the following notice was issued to the employees of the Company:

Interborough Rapid Transit Co.
165 Broadway.

New York, August 12, 1916.

TO ALL EMPLOYEES:

In accordance with the announcement made by President Shonts that a plan would be devised under which all employees of the Company could be adequately represented in presenting to the management matters relating to the interests of the employees, the following tentative plan is now suggested:

Employees of the Interborough Rapid Transit Company are hereby requested to select by ballot from among their own number representatives empowered to speak for the men at joint meetings of employees, representatives, and executive officers of the Company.

The purpose of such joint meetings will be to discuss and act upon matters of mutual interest and to consider and adopt measures for further promoting co-operation between the Company and its employees.

Each department of the Company will be entitled to choose at least one representative, who shall become a member of the general committee. For the purpose of such voting the Company may be

divided into the following departments, each of which may be entitled to a number of representatives, as follows:

Chief Engineer's Department	8
Car Equipment Department	11
Motive Power Department	5
	24

Transportation Department

	Elevated	Subway		
Motormen	2	1		
Conductors	2	1		
Trainmen	7	6		
Stationmen	7	4	Total	30
	18	12	Grand Total	54

The unit of representation shall be each department as above mentioned, and each department's employees may choose one representative for every 250 men employed.

Nominating blanks may be secured for such purpose from the department in which you are employed.

Ten names signed to a nominating petition shall be sufficient to place any employee's name on the official ballot as a representative for the class of employment in which he is engaged.

It should be clearly understood that any ten employees may nominate any one of their fellow-employees that they see fit, but no employee is to be permitted to sign more than one nominating blank.

Nominating petitions shall be filed at the places in the manner described on the nominating petition, on or before 8 P. M., Tuesday, August 15th. No Officer in the Company, or men in authority over other employees, will be eligible for nomination.

The names of employees nominated will then be posted on bulletin boards so that every one may be informed.

The polls will be open from 10 A. M. to 8 P. M., Thursday, August 17th.

The polls will be located as follows:

1. Station Inspector's office, Third Avenue—89th Street.
2. Train Master's office, Third Avenue—129th Street.
3. Despatcher's office, Third Avenue—Bronx Park.
4. Station Inspector's office, 81st Street—Ninth Avenue.
5. Train Master's office, 155th Street—Eighth Avenue.
6. Station Inspector's office, Subway, 96th Street.
7. Despatcher's office, Bronx Park.
8. Despatcher's office, 145th Street & Lenox Avenue.
9. Despatcher's office, 137th Street & Broadway.
10. Despatcher's office, Van Cortlandt Park.

Polls will be in charge of Inspectors of Election at the voting places, and two tellers will be assigned to each polling place by the employees nominated who are running for election.

Every employee shall have the right to vote. The balloting shall be according to the Australian ballot system. No ballot shall have any identification marks of any kind. Employees will vote upon presentation of their passes. No one shall be permitted to see how any ballot is cast.

Immediately upon the polls being closed, the tellers shall report the result of their count to the Recreation Room at 242nd Street, Van Cortlandt Park. While the ballots are being counted, any of the employees in the department concerned, and whose duties are not required elsewhere, shall be permitted to be present.

As soon as practicable after the election, the em-

ployees' representatives so selected will hold a conference to consider matters of mutual interest, to appoint sub-committees and to take such action as may tend permanently to promote the interests of employees and the Company.

It is not the purpose of the management to interfere with the free exercise by the men of their privilege of developing in their own way, the plan herein tentative arranged. The men may act independently, as they may see fit. It is the hope of the management, however, that the men will regard their own interests and those of the Company as one, and that both management and men may co-operate to promote the interests of all.

It is our hope that the men will designate as their accredited representatives fellow-employees in whom they have the utmost confidence. It is likewise our hope that the representatives so selected shall express to the management with the utmost candor the views of the men.

The workings of this plan has nothing to do with any union.

A man's affiliations do not advance or jeopardize his interests with this Company. The fundamental feature of this plan is that every employee, regardless of any other affiliation, shall be assured of representation and consideration.

We are hopeful that these conferences between management and men may result in the development of a permanent plan whereby questions of mutual interest to the management and employees of this Company may at all times be considered with due regard to the rights and interests of all concerned. To that end the co-operation of every employee is invited.

T. P. SHONTS,
President.

FRANK HEDLEY,
Vice-President & General Manager.

VII.

DIFFERENCE BETWEEN INTERBOROUGH AND NEW YORK RAILWAYS SITUATIONS.

In order that there be no confusion in the public mind between the Interborough situation and that which existed on the New York Railways, the following statement was issued by the Company on September 5th:

As officers of the Amalgamated Union announce they will lay before the Mayor and Chairman Straus the issue they have raised as to the individual agreements made between this company and its employees, numbering yesterday 8,000 and to-day 8,500 of its employees, it is important that the public know the facts:

1. There is and has been no agreement between the Interborough and the Mayor and Chairman Straus covering relations between the company and its employees.

2. The only agreement between the Interborough and any of its employees is the individual "working agreement" signed by the company and over 8,500 of its men.

3. With that agreement the Amalgamated Union has and has had nothing to do, it was the outgrowth of conferences between this company and representatives duly chosen by the vote of an overwhelming majority of the employees.

4. It is these agreements which the Union officers—representing but a small minority of the men—ask us to cancel; we have received no such requests from the men who did sign.

5. The employees of the Interborough have formed a Brotherhood of their own and have manifested in a variety of ways their desire to deal with the company independently and to be free from the attempted invasions upon their work and freedom.

6. There is no issue between this company and the more than two-thirds of its men who have signed a contract covering their service for the company for the next two years.

7. The whole situation involves an effort by the outside Union, of which but a minority of our men are members, to create an issue, whereby through a strike, or threats of strike, the majority of our men shall be compelled against their will to join the outside Union.

The N. Y. Railways Agreement.

Effort has been made to confuse the Interborough situation with the agreement which grew out of the recent strike on the "green" (N. Y. Railways) surface car lines.

1. In settlement of that strike an agreement was made by the N. Y. Railways Company, with Mayor Mitchel and Chairman Straus.

2. That agreement has no relation to the Interborough Company, and no suggestions were made that it did and should be made to concern the Interborough.

3. At a conference August 30 between officers of the Interborough and representatives of the employees, Mr. Fitzgerald said: "We (meaning the Amalgamated Union) are not bound by any agreement with the Mayor or the Public Service Commission in the Interborough Rapid Transit situation—that gives us a free rein," etc.

That is perfectly clear, and covers the case both as to the Union and the Interborough. **There was no agreement covering the Interborough except that with the 8,000 employees.**

4. The agreement of the New York Railways obligated that company—and that company only—to

do certain things. There is no complaint that that company is not living up to that agreement. Every question at issue between the N. Y. Railways and its employees is in process of orderly adjustment, under the terms of the **agreement.**

Conclusions.

1. There is therefore no question at issue under the New York Railways agreement—and therefore no occasion for referring any matter under it to the Mayor or Chairman Straus.
2. There is no agreement to interpret, no agreement to violate, in the Interborough except the "working agreement" with the over 8,500 men.

All we ask is that the contracts voluntarily entered into between ourselves and over 8,500 of our men be understood to have that same binding effect upon all concerned which the conditions under which the contracts were made fully warrant.

If the Union feels that any of these contracts are invalid, they are free to appeal to the Courts to set them aside. The question of the validity of a contract is one clearly for Court determination. And the procedure for such determination is well established.

VIII.

MISLEADING CLAIMS OF REFUSAL TO ARBITRATE.

Further to clarify the situation, President Shonts on the evening of Sept. 6th issued the following statements relative to conditions on the Interborough and New York Railways.

The Interborough Situation.

The request to arbitrate the conditions under which the agreements with over 9,000 of our men

were signed came from a small minority of the employees none of whom presumably had signed.

We replied that the right of making a contract is guaranteed by the Constitution of the United States, and, that the Courts have established well defined procedure for determining when contracts have been entered into as a result of duress or fraud.

In other words, if these contracts are not in exercise of a privilege of citizenship, it is not necessary for us to agree to arbitrate. The Courts themselves will take cognizance of any such cases presented to them, and we must abide by their decisions.

The Court will likewise hold responsible any witness giving perjured testimony, a power not possessed by any lay arbitrative tribunal which might be established.

The plain and simple issue is whether—because an outside Union wants to supplant and fasten itself upon the organization formed by 9,800 out of 11,700 of our men—the right of the overwhelming majority of our employees—to make a contract satisfactory to them, shall be destroyed.

Any talk of refusing to arbitrate is simply an attempt to becloud an issue which is now presented to the people of New York very clearly.

We feel convinced that the safety and efficiency of the railway service of this City is at stake, and we expect to do everything we legitimately can to protect our patrons, our loyal men and the excellence and continuity of our service.

* * *

New York Railways.

Any strike on the "green" (N. Y. Railways) surface car lines will be in direct violation of the agreement signed August 7th by Union officers with Mayor Mitchel and Chairman Straus, wherein it was provided:

"It is also agreed that all disputes that may arise between the company and the employees in the future, on which they cannot mutually agree, shall be submitted to arbitration as herein provided."

The officers of this company had, in accordance with the agreement of August 7th, received a committee of employees headed by officers of the Union.

That committee had presented various requests. To some of these we had agreed. To others we had been unable to agree, and we expected to meet with the committee and draft a statement of the mooted questions, preparatory to arbitration.

To-day we were asked if we had proposed to N. Y. Railways employees a form of contract covering conditions of employment.

We stated that no such contract had been distributed. We had considered such a contract and proof forms had been drawn up, but our Board of Directors determined to withhold any distribution of any contract for the present.

Nothing whatever had been done which by any chance could affect in any respect the agreement of August 7th.

We stood ready to abide by that agreement in every particular, and to arbitrate any questions arising out of it.

The Union, before to-day's meeting, had, however, voted favoring a sympathetic strike in connection with the Interborough situation.

As a sympathetic strike is so clearly a violation of the agreement of August 7th with the Mayor and Chairman Straus, any claim of bad faith toward us now is plainly an insincere attempt to befog a very clear issue.

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